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COMPANIES FORM No 395

Particulars of a mortgage or charge

395

117190/117.

CHFP000

A fee of £13 is payable to Companies House in respect of each register entry for the mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

Please do not write in this margin

Please complete legibly, preferably in black type or bold block lettering

*insert full name of company

To the Registrar of Companies
(Address overleaf - Note 6)

For Official use

Company Number

2

1399879

Name of Company

UB Humber Limited (the "Company")

Date of creation of the charge

19 March 2007

Description of the instrument (if any) creating or evidencing the charge (note 2)

Fixed and Floating Security Document (the "Security Document") dated 19 March 2007 between, inter alia, the Company and J.P. Morgan Europe Limited (the "Security Agent"), which expression includes its successors in title, permitted assigns and permitted transferees)

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

J.P. Morgan Europe Limited as Security Agent for the benefit of the Senior Finance Parties and the Mezzanine Finance Parties

125 London Wall

London

Postcode

EC2Y 5AJ

Presentor's name address and reference (if any):

Linklaters
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 2000

Please return

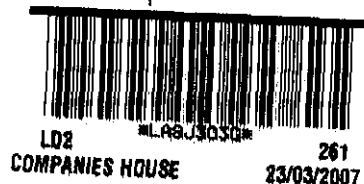
Courier

Ref: Lee Federman/ Minolee Mahendra

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Please do not write
in this margin

Please complete
legibly, preferably
in black type or
bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Signed Linklaters

Date: 22 March 2007

On behalf of chargee

Note

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, e.g. "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures including in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
5. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

Name of Company

UB Humber Limited

Company Number

1399879

Amount secured by the mortgage or charge

The "**Liabilities**", which are defined in the Security Document as meaning all present and future moneys, debts and liabilities due, owing or incurred by it to any Senior Finance Party or Mezzanine Finance Party under or in connection with any Senior Finance Document or Mezzanine Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

Short particulars of all the property mortgaged or charged**1 Assignment**

The Company, with full title guarantee and as security for the payment of all Liabilities, assigned absolutely to the Security Agent all its present and future right, title and interest in and to:

- (i) the Assigned Contracts, including all moneys payable to the Company, and any claims, awards and judgments in favour of the Company, under or in connection with the Assigned Contracts; and
- (ii) all Insurances and all proceeds in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of Insurances).

2 Fixed Charges

The Company, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Agent (as trustee for the Senior Finance Parties and the Mezzanine Finance Parties):

- 2.1 Present Real Property:** by way of first legal mortgage, all real property in England and Wales belonging to it at the date of the Security Document;
- 2.2 Future Real Property:** (to the extent they are not subject to a mortgage under 2.1 above) by way of fixed equitable charge, all Real Property now belonging to it and Real Property acquired by it in the future (other than any heritable property in Scotland); and
- 2.3 Other Assets:** by way of first fixed charge, all its present and future:
 - (a) Book Debts;
 - (b) Bank Accounts;
 - (c) Intellectual Property;
 - (d) Investments;
 - (e) plant and machinery (except that mortgaged or charged by paragraphs 2.1 and 2.2 above; and
 - (f) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits.

provided that, notwithstanding the foregoing, the aforementioned legal mortgages and fixed charges shall not take effect until such time as all necessary third party consents have been obtained from landlords or contractual counterparts in accordance with the relevant provisions of the relevant leases or contracts.

3 Floating Charge

- 3.1 Creation:** The Company with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Security Agent (as trustee for the Senior Finance Parties and the Mezzanine Finance Parties) by way of first floating charge its undertaking and all its assets other than the Loan Note Account, both present and future (including assets not effectively charged by Clause 2 (*Fixed Charges*)).

Note (1): The Security Document provides that:

- 1 Security:** The Company shall not create or permit to subsist any Security over any Charged Asset other than pursuant to a Permitted Debenture Transaction.

Short particulars of all the property mortgaged or charged

- 2 Disposal:** The Company shall not (nor shall the Company agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset other than pursuant to a Permitted Debenture Transaction.
- 3 Conversion by Notice:** The Security Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Company specifying the relevant Charged Assets (either generally or specifically):
- 3.1** if it is necessary to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges; and/or
- 3.2** while an Enforcement Event is continuing.
- 4 Automatic Conversion:** If:
- 4.1** the Company takes any step to create any Security in breach of Clause 7.1 (*Security*) of the Security Document over any of the Charged Assets not subject to a fixed Charge; or
- 4.2** any corporate action, legal proceedings or other procedure or step other than a Permitted Debenture Transaction is taken in relation to the administration, winding up, dissolution, suspension of payments or reorganisation (by way of voluntary arrangement, scheme or otherwise) of the Company;
- 4.3** any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,
- the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

Note (2): In this Form, except to the extent that the context requires otherwise:

any reference to "**assets**" includes present and future properties, revenues and rights of every description.

"**Accession Document**" means a document substantially in the form set out in Schedule 8 of the Senior Facilities Agreement (*Accession Document*) pursuant to which a Group Company becomes a Borrower and/or a Guarantor hereunder.

"**Acquisition Documents**" means the acquisition documents as detailed in the Senior Facilities Agreement.

"**Advance**" means an advance as defined in the Senior Facilities Agreement.

"**Additional Borrower**" means any Group Company which has become an Additional Borrower in accordance with Clause 4.2 of the Senior Facilities Agreement (*Additional Borrowers*).

"**Additional Guarantor**" means any Group Company which has become an Additional Guarantor in accordance with Clause 18.3 of the Senior Facilities Agreement (*Additional Guarantors*) or any other provision of the Senior Facilities Agreement.

"**Affiliate**" means in relation to any person, a Subsidiary of that person or a Holding Company of that Person or any other Subsidiary of that Holding Company.

"**Agent**" means J.P. Morgan Europe Limited acting in its capacity as agent for the Finance Parties or such other agent for the Finance Parties as shall be appointed pursuant to Clause 27.13 of the Senior Facilities Agreement (*Resignation of the Agent and the Second Lien Agent*).

Short particulars of all the property mortgaged or charged

"Ancillary Documents" means each Ancillary Facility Letter and any other documents constituting or evidencing the terms of an Ancillary Facility and **"Ancillary Document"** means any one of them.

"Ancillary Facility" means an ancillary facility as defined in the Senior Facilities Agreement.

"Ancillary Facility Letter" means a facility letter entered into by an Ancillary Lender and one or more Borrowers in accordance with Clause 6 of the Senior Facilities Agreement (*Ancillary Facilities and Fronted Ancillary Facilities*).

"Ancillary Lender" means any Lender that makes available Ancillary Facilities under Clause 6.2 of the Senior Facilities Agreement (*Providers in respect of an Ancillary Facility*) (and in any such case for so long as it continues to be a provider of Ancillary Facilities).

"Applicable Facilities Agreement" means:

- (a) whilst there are any Liabilities outstanding to any Senior Finance Party, the Senior Facilities Agreement; and
- (b) following the discharge of all Liabilities to the Senior Finance Parties, the Mezzanine Facility Agreement.

"Arrangers" means Barclays Capital, the investment banking division of Barclays Bank PLC, Goldman Sachs International and J.P. Morgan plc.

"Assigned Contracts" means:

- (a) the Hedging Documents; and
- (b) the Intra-Group Loans described as owing to it in Schedule 9 (*Intra Group Loans*) of the Security Document, as set out in Note 3 to this Form.

"Bank Accounts" of the Company means all current, deposit or other accounts (other than the Loan Note Account) with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts.

"Book Debts" of the Company means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind.

"Borrower" means each Group Company designated as such in Part 1 of Schedule 2 of the Senior Facilities Agreement (*The Borrower and Guarantors*) and each Additional Borrower unless it has been released from its rights and obligations as a Borrower in accordance with the Senior Facilities Agreement and **"Borrowers"** shall be construed accordingly.

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets provided that, for the avoidance of doubt, "Charged Assets" shall exclude the Loan Note Account.

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Document.

"Completion Date" means the completion date as defined in the Senior Facilities Agreement.

Short particulars of all the property mortgaged or charged

"Compliance Certificate" means a certificate substantially in the form set out in Schedule 14 of the Senior Facilities Agreement (*Financial Covenant Compliance Certificate*).

"Enforcement Event" means the occurrence of an Event of Default which has resulted in the issue of a notice being served by:

- (a) the Senior Agent under any provision of Clause 25.18 (*Cancellation and repayment*) of the Senior Facilities Agreement;
- (b) the Mezzanine Agent under any provision of Clause 22.18 (*Cancellation and repayment*) of the Mezzanine Facility Agreement; or
- (c) the Second Lien Agent under any provision of Clause 25.19 (*Second lien enforcement*) of the Senior Facilities Agreement.

"Event of Default" means any event or circumstance specified as such in Clause 25 the Senior Facilities Agreement (*Events of Default*).

"Facilities" means each of Facility B1, Facility B2, Second Lien Facility, Acquisition/ Capex Facility and the Revolving Facility, each as defined in the Senior Facilities Agreement.

"Fees Letter" means any letter or letters between any one or more of the Finance Parties and Holdco setting out details of certain fees payable in connection with the Facilities referred to in Clause 17 of the Senior Facilities Agreement (*Fees and expenses*), as such letter is amended, supplemented and/or replaced from time to time.

"Finance Documents" means the Mezzanine Facility Agreement, the Interim Documents, the Security Documents, the Hedging Documents, the Hedging Strategy Letter, the Syndication Side Letter, the Intercreditor Agreement, each Accession Document, each Resignation Letter, each Compliance Certificate, each Utilisation Request, each Transfer Certificate, the Fees Letters and any other document or agreement designated as such by the Agent and the Obligor's Agent.

"Finance Party" means each Arranger, the Agent, the Second Lien Agent, the Security Agent, each Lender, the Issuing Bank, each Ancillary Lender, a Fronting Bank, an Indemnifying Revolving Facility Lender and each Hedging Lender and **"Finance Party"** means any of them.

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus.

"Fronting Bank" means fronting bank as defined in the Senior Facilities Agreement.

"Group" and **"Group Company"** means group and group company as defined in the Senior Facilities Agreement.

"Guarantor" means each Group Company designated as such in Part II of Schedule 2 of the Senior Facilities Agreement (*The Borrower and Guarantors*) or in the Accession Document pursuant to which it became a Party hereto as an Additional Guarantor.

"Hedging Bank" means:

- (a) any Original Hedging Bank; and
- (b) any other Senior Lender or Affiliate of a Senior Lender or any other person which has become a Hedging Bank in accordance with Clause 25.3 (*Accession of Hedging Banks*) or Clause 25.4 (*Assignments and transfers by Hedging Banks*) of the Intercreditor Agreement or which was a Senior Lender or an Affiliate of a Senior Lender at the time it became a Hedging Bank,

Short particulars of all the property mortgaged or charged

which in each case has not ceased to be a Hedging Bank in accordance with the Intercreditor Agreement.

"Hedging Documents" means agreements entered into with the Hedging Lenders for the purpose of hedging any interest rate and/or currency risk arising in connection with the Senior Finance Documents or the Mezzanine Facility Agreement required or permitted pursuant to the Hedging Strategy Letter.

"Hedging Lender" means any Lender or any Affiliate of a Lender who enters into any agreement with any of the Obligors for managing or hedging currency and/or interest rate risk whether by way of forward exchange, cap, collar, swap, forward rate agreement or otherwise and which has become Party to the Intercreditor Agreement as a Hedging Bank in accordance with the provisions thereof.

"Hedging Strategy Letter" means a letter dated on or about the date of the Senior Facilities Agreement between the Arrangers and Holdco setting out the hedging strategy agreed in relation to the Facilities and the Mezzanine Facility.

"Holdco" means United Biscuits Holdco Limited (registered number 5957557) whose registered office is at Exchange House, Primrose Street, London, EC2A 2HS.

"Holding Company" means, in relation to a body corporate, any other body corporate in respect of which it is a Subsidiary.

"Indemnifying Revolving Facility Lender" means an indemnifying revolving facility lender as defined in the Senior Facilities Agreement.

"Insolvency Act" means the Insolvency Act 1986 (as amended).

"Insurances" of the Company means all contracts and policies of insurance of any kind (other than any third party insurances) now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest.

"Intellectual Property" means "Intellectual Property" as defined in the Applicable Facilities Agreement in each case to the extent that granting by the Company of Security over such Intellectual Property (i) is not prohibited by any contract, agreement or other instrument governing such rights, priorities and privileges without the consent of any other party thereto (other than a Finance Party), (ii) would not give any other party (other than a Finance Party) to any such contract, agreement or other instrument the right to terminate its obligations thereunder or (iii) is permitted with consent if all necessary consents to such grant of a Security have been obtained from the relevant parties.

"Interim Facility Letter" means an interim facility letter dated 24 October 2006 between, among others, Holdco and the Arrangers.

"Interim Documents" has the meaning given to it under the Interim Facility Letter.

"Intercreditor Agreement" means the intercreditor agreement dated on or about the date of the Senior Facilities Agreement made between, among others, each of the Newcos, the Finance Parties and the Mezzanine Finance Parties.

"Intra-Group Loan" means an intra-group loan as defined in the Senior Facilities Agreement.

"Investments" of the Company means:

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- (i) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);
- (ii) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (iii) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (iv) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest.

"Issuing Bank" means JPMorgan Chase Bank, N.A. as issuer of Letters of Credit and Lender Guarantees.

"Lender" means Barclays Bank plc, Goldman Sachs Credit Partners L.P. and JPMorgan Chase Bank, N.A. and the other banks listed in schedule 1 of the Senior Facilities Agreement as lenders.

"Lender Guarantee" means a lender guarantee as defined in the Senior Finance Documents.

"Letter of Credit" means a letter of credit as defined in the Senior Facilities Agreement.

"Loan Note Account" means the loan note account as defined in the Senior Facilities Agreement.

"Mezzanine Agent" means the Agent as defined in the Mezzanine Facility Agreement.

"Mezzanine Facility" means the Facility as defined in the Mezzanine Facility Agreement.

"Mezzanine Facility Agreement" means the Mezzanine Facility Agreement dated 10 December 2006 between, among others, Holdco, the Arrangers and J.P. Morgan Europe Limited as Mezzanine Agent.

"Mezzanine Finance Documents" means the Finance Documents as defined in the Mezzanine Facility Agreement.

"Mezzanine Finance Parties" means the finance parties as defined in the Mezzanine Facility Agreement.

"Newcos" means the newcos as defined in the Senior Facilities Agreement.

"Newco Debenture" means the Newco Debenture as defined in the Senior Facilities Agreement.

"Obligors" means each Borrower and each Guarantor and **"Obligor"** means any of them.

"Original Hedging Banks" has the meaning given to it in the Intercreditor Agreement.

"Party" means a party to the Senior Facilities Agreement.

"Permitted Debenture Transaction" means any transaction, arrangement, agreement, investment, security, disposal, acquisition or payment permitted by the Senior Facilities Agreement and the Mezzanine Facility Agreement.

"Real Property" means freehold and leasehold property in England and Wales and any heritable or long leasehold property in Scotland and other real property anywhere in the world (in each

Short particulars of all the property mortgaged or charged

case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon).

"Resignation Letter" means a letter substantially in the form set out in Schedule 11 of the Senior Facilities Agreement (*Form of Resignation Letter*).

"Second Lien Agent" means second lien agent as defined in the Senior Facilities Agreement.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Documents" means the Newco Debenture, the documents listed in Part III (*Conditions subsequent*) of Schedule 3 (*Conditions precedent and conditions subsequent*) of the Senior Facilities Agreement and any other document evidencing or creating Security over any asset of an Obligor in favour of any Finance Party in respect of the obligations of any of the Obligors under the Senior Finance Documents.

"Senior Agent" means J.P. Morgan Europe Limited.

"Senior Facilities Agreement" means the senior and second lien facilities agreement dated 10 December 2006 as amended and restated on 14 December 2006 pursuant to an amendment and restatement agreement between Holdco as Borrower and Guarantor and Barclays Capital, the investment banking division of Barclays Bank PLC, Goldman Sachs International and JPMorgan plc as Arrangers and the Senior Agent.

"Senior Finance Documents" means the Senior Facilities Agreement, the Interim Documents, the Ancillary Documents, the Security Documents, the Hedging Documents, the Hedging Strategy Letter, the Syndication Side Letter, the Intercreditor Agreement, each Accession Document, each Resignation Letter, each Compliance Certificate, each Utilisation Request, each Transfer Certificate, each Letter of Credit and/or Lender Guarantee, the Fees Letters and any other document or agreement designated as such by the Agent and the Obligors' Agent.

any reference to a **"Senior Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, restated or replaced and includes any increase in, extension of or change to any facility made available under that Finance Document or other agreement or instrument.

"Senior Finance Parties" means the Finance Parties as defined in the Senior Facilities Agreement.

"Senior Lender" means an Ancillary Lender or a Lender.

"Subsidiary" means in relation to any company or corporation, a company or corporation:

which is controlled, directly or indirectly, by the first mentioned company or corporation;

(a) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first mentioned company or corporation; or

(b) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

Name of Company

UB Humber Limited

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"Syndication Side Letter" means the syndication side letter as defined in the Senior Facilities Agreement.

"Transfer Certificate" means a certificate substantially in the form set out in Schedule 6 of the Senior Facilities Agreement (*Form of Transfer Certificate*) or in any other form agreed between the Agent and Holdco.

"Utilisation Request" means a notice requesting an Advance or issue of a Letter of Credit or Lender Guarantee substantially in the form set out in Part I or Part II of Schedule 4 of the Senior Facilities Agreement (*Form of Utilisation Request*) as appropriate.

Note (3): The Intra-Group Loans specified in Schedule 9 (*Intra-Group Loans*) to the Security Document are as follows:

Lender	Borrower	Amount
UB Humber Limited	United Biscuits (Holdings) Limited	£ 45,632,332
	UB Overseas Limited	£ 41,272,959
	Deluxestar	£280,600,000
	United Biscuits (UK) Limited	£286,415,157
	United Biscuits (UK) Limited	£ 13,314,888

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 01399879

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY DOCUMENT DATED THE 19th MARCH 2007 AND CREATED BY UB HUMBER LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY SENIOR FINANCE PARTY OR MEZZANINE FINANCE PARTY ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd MARCH 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th MARCH 2007.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES